2014 BOOTH SPACE CONTRACT

CineEurope
Official Convention of the International Union of Cinemas

CENTRE CONVENCIONS INTERNACIONAL
BARCELONA (CCIB)
www.cineeurope.net

16-19 JUNE 2014 • BARCELONA • SPAIN

This application for exhibit space in the CineEurope 2014 Trade Show is made in accordance with the Terms and Conditions of the Trade Show as highlighted on the reverse side of this form. A duplicate copy of this application should be retained by the applicant.

BOOTH COSTS: Each 3m x 3m booth reserved, and paid in full, costs U.S. **$4,600** for **ICTA** and **NAC** members and U.S. **$4,700** for non-members.

PAYMENT: All payments for booth rentals must be paid in full with your contract to guarantee a booth space reservation.

CANCELLATION: After payment in full has been made by April 4, 2014, the Applicant has the right to cancel this agreement by April 18, 2014 by giving written notice, with a full refund less a $1,000 cancellation fee for each booth. If cancellation is received after April 18, 2014, Applicant will be liable for 100 percent of the total exhibit fee.

COMPANY NAME

MAILING ADDRESS

CITY / STATE / POSTAL CODE

COUNTRY

TELEPHONE

FAX NO.

COMPANY CONTACT FOR TRADE SHOW MATERIALS

COMPANY CONTACT EMAIL

COMPANY WEBSITE

❑ CHECK HERE IF YOU **DO NOT** WANT YOUR COMPANY CONTACT INFORMATION (email, phone, fax, etc.) TO APPEAR ON THE CINEEUROPE WEBSITE.

We have read and agree to the terms and conditions for CineEurope which are printed on the reverse of this document.

Signed _____ Date _____

Description of product or services _____

❑ **ICTA Member** ❑ **NAC Member** ❑ **Non-Member**

REQUEST FOR BOOTH SPACE: (Please list any companies that may present a conflict of interest for booth placement)

1st _____ 2nd _____ 3rd _____ 4th _____ 5th _____ 6th _____

Please list any companies that may present a conflict of interest for booth placement:

_____

We understand this application becomes a binding contract if, and when, accepted by CineEurope.

PAYMENT PROCEDURES:

NEW CREDIT CARD PAYMENT POLICY:

As a way to provide an additional layer of security for all credit card payments, CineEurope has updated its payments system as a result of a change in our corporate policy. We are no longer accepting credit card numbers directly and are now using a secure credit card portal in which each exhibitor must log on in order to make a credit card payment upon receipt of their invoice.

Upon a signed contract being submitted & processed, an order and invoice will be generated. As the invoice is generated, the company contact on the signed contract will receive an email with instructions and log in details with how to make payments using a secure credit card portal.

Remittance information if paying by check or wire transfer:

REMITTANCE ADDRESS:
Prometheus Global Media LLC
25388 Network Place
Chicago, IL 60673-1253

OVERNIGHT ADDRESS:
JP Morgan Chase
131 S Dearborn, 6th Fl
Chicago, IL 60603
Attn: Prometheus Global Media LLC-
Lockbox # 25388

ELECTRONIC PAYMENTS:
Prometheus Global Media LLC
JP Morgan Chase
New York, NewYork
Routing Number: 021000021
Account Number: 837497668
Swift Code: CHASUS 33

NOTE: ALL AMOUNTS TO BE PAID IN US FUNDS ONLY

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2014 BOOTH SPACE TERMS & CONDITIONS

1. DEFINED TERMS: "Event" means CineEurope, currently scheduled to be held on June 16-19, 2014 (the "Event Dates") at Centre Convencions Internacional Barcelona (the "Exhibit Facility"). Event is owned, produced and managed by Prometheus ("PGM"). "Organizer" means, collectively, PGM, its officers, directors, shareholders, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. "Exhibitor" means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by PGM in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable.

2. CONTRACT ACCEPTANCE: This contract shall become binding and effective only when it has been signed on the facing page by Exhibitor and countersigned on the facing page by a duly authorized representative of PGM.

3. ASSUMPTION OF RISKS; RELEASES: Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities whether described in this paragraph or not.

4. INDEMNIFICATION: Exhibitor shall indemnify, defend (with legal counsel satisfactory to PGM), and hold Organizer and the Exhibit Facility harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including attorneys' fees) and expenses which result from or arise out of or in connection with: (a) Exhibitors' participation or presence at the Event, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract or any other contract, arrangement or agreement; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract or any other contract, arrangement or agreement; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

5. LIMITATION OF LIABILITY: Under no circumstances shall Organizer or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not appraised of the possibility of any such lost profits or damages. In no event shall Organizer's maximum liability under any circumstance exceed the amount actually paid to PGM by Exhibitor for exhibit space rental pursuant to this contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters. Management may employ reputable guards during the course of the exhibition to regulate the flow of attendees at the Event. These guards are not security guards. Neither Organizer, nor the owners or lessors of the Event Facility, shall assume any responsibility for Exhibitor's personal or other property. As a condition of exhibiting at the Event, Exhibitor shall insure its property against damage, loss and theft.

6. QUALIFICATIONS OF EXHIBITOR: PGM, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms that supply products and services to the motion picture theatre industry. Applicants may be required to submit a description of the nature of their business and the items to be exhibited. PGM reserves the right to restrict or remove any exhibit that PGM, in its sole discretion, believes is objectionable or inappropriate.

7. ASSIGNMENT OF SPACE: Exhibit space shall be assigned by PGM in its sole discretion for the Event and for the Event Dates only. That assignment does not imply that similar space will be assigned for future Events. PGM reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event for any or no reason.

8. BOOTH PLACEMENTS: PGM will attempt to honor all booth placements based on the previous Event if application and payment are made within stipulated time limit. However, PGM reserves the right to make alternative placement. Offers made as to location of space are current policy and not a guarantee. PGM shall be the final authority in assigning space. PGM may refuse acceptance of any contract for any or no reason. PGM reserves the right to determine the eligibility of any company or product for inclusion in the Event. No exhibitor shall exhibit or permit to be exhibited in the space allocated to it any merchandise other than that specified in its application. PGM further reserves the right to add, alter or delete from the Event's floor plan at any time in its sole discretion.

9. CANCELLATION BY EXHIBITOR: The Applicant has a right to cancel this agreement by April 18, 2014, by giving written notice, with a full refund less $1,000 cancellation fee for each booth. If cancellation is received after April 18, 2014, Applicant will be liable for 100 percent of the total exhibit fee. This amount is considered to be liquidated and agreed upon damages, for the damages PGM will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it, will cause the Organizer to sustain damages. In this situation, the Organizer's damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages. The date of cancellation shall be the date PGM receives the notice. PGM reserves the right to treat Exhibitor's downsizing of booth space as cancellation of the original contract and an offer to purchase new booth space. Exhibitor may be required to move to a new location if it requests a downsizing of space.

10. CANCELLATION BY PGM: If Exhibitor fails to make a payment required by this contract in a timely manner, PGM may terminate this contract (and Exhibitor's participation in the Event) without further notice and without obligation to refund any monies previously paid. PGM reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to Organizer. PGM is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available because of action taken under this paragraph in any manner it desires, and without releasing Exhibitor from any liability hereunder. PGM may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract or any other contract or arrangement with Organizer, without any obligation on PGM's part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with such breach. If PGM removes or restricts an exhibit that PGM considers to be objectionable or inappropriate, no refund will be due to Exhibitor.

11. CANCELLATION OF THE EVENT: If PGM cancels the Event due to circumstances beyond the reasonable control of PGM (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), PGM shall refund to Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred by Organizer, in full satisfaction of all liabilities of Organizer to Exhibitor. PGM reserves the right to cancel, rename or relocate the Event or change the Event Dates. If PGM changes the name of the Event, relocates the Event to another event facility within the same city, or changes the Event Dates to dates that are not more than 30 days earlier or 30 days later, no refund will be due to Exhibitor, but PGM shall assign to Exhibitor, in lieu of the original space, other space as PGM deems appropriate and Exhibitor agrees to use that space under the terms of this contract. If PGM elects to cancel the Event other than for a reason previously described in this paragraph, PGM shall refund to Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Organizer to Exhibitor.

12. EXHIBIT SPACE OCCUPANCY: PGM shall specify the hours and dates for installing, occupying and dismantling exhibits. If Exhibitor fails to install its display in its assigned space by 12 noon, Tuesday, June 17, 2014 or leaves its space unattended at any time during the Event, PGM shall have the right to take possession of the space, terminate this contract and no refund will be due to Exhibitor. All exhibits must be open for business at all times during the Event.

13. TRADE SHOW SET-UP AND SHOW HOURS: Information on set-up and Event hours will be provided to you separately. Please make note of the following: Only Exhibitor will be permitted in its booth 45 minutes prior to published "Trade Show Open Times." Exhibitor must leave its booth no later than 30 minutes after official closing time. No staff of the Event Facility has any authority in regard to exhibits, or in exhibit area other than authorized security personnel. No one under 16 years of age admitted to the Event. Information on installation and removal of exhibits will be provided to you separately. Please make note of the following: Exhibits must remain open in accordance with the schedule published prior to the Event or as amended by PGM. NO BREAKDOWN or DISMANTLING OF EXHIBITS will be permitted before the Event officially closes down. If Exhibitor infringes this rule, it will be assessed a fee of $500 and may be banned from future Events. Exhibitor must not erect or maintain a back wall higher than 8 feet nor side walls over 42 inches in height. All solid opaque structures will be confined to within 4 feet of the back line of Exhibitor's booth space. No merchandise displays may block viewing of any other exhibits.

14. LISTINGS AND PROMOTIONAL MATERIALS: By exhibiting at the Event, Exhibitor grants to Organizer a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names, product names of Exhibitor in any directory (print, electronic or other media) listing the companies exhibiting at the Event and to use such names in Organizer promotional materials. Organizer shall not be liable for any errors in any listing or descriptions or for omitting Exhibitor or any other exhibitor from any directory or other lists or materials. Organizer may also take photographs of Exhibitor's booth space, exhibit, guests and personnel during, before or after the open hours of the Event and use those photographs for any promotional purpose.

15. CARE OF EXHIBIT FACILITY: Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

16. TAXES AND LICENSES: Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local laws applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Event Facility without the express permission of PGM.

17. INSURANCE: Exhibitor shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, the insurance listed below. The insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph. Workers' compensation insurance; Comprehensive general liability insurance with limits not less than $1,000,000 per occurrence, $2,000,000 in the aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); Automobile liability insurance with limits not less than $500,000 per occurrence, combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators (if applicable). The insurance policies shall name as additional insureds PGM Film Group, the Event Facility, and each of their subsidiaries, affiliates, officers, directors, employees, agents and representatives. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to PGM, shall be furnished to PGM. Certified copies of the certificates of insurance or policies shall provide that they may not be cancelled without 30 days' advance written notice to PGM.

18. COPYRIGHTED MATERIALS: Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

19. OBSERVANCE OF LAWS: Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Event Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.

20. ADDITIONAL TERMS AND CONDITIONS: PGM has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with professionalism and normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of or terminate the contract, PGM in its sole judgment and discretion may refuse to consider for participation in future Events an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of PGM. Exhibitor shall not assign this contract or any right or obligation hereunder. Exhibitor shall not sublet or license all or any portion of its exhibit space. By providing entering into this contract, you and your affiliates explicitly consent to receive fax, telephone and other communications from Organizer and its partners under 47 U.S.C. § 227 and any other applicable regulations. The use of cameras and video cameras on the exhibit floor is strictly prohibited without the prior permission of PGM.

21. EXHIBITOR SERVICE MANUAL: Prior to the Event, PGM will send an Exhibitor Service Manual to the "Primary Contact" listed on the front of this contract. The Exhibitor Service Manual will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules.

22. INCORPORATION OF RULES AND REGULATIONS: Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by PGM in its sole discretion. PGM may adopt rules or regulations from time-to-time governing such matters and may amend or revoke them at any time, upon notice to Exhibitor. Any rules and regulations (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by PGM as soon as these additional rules or regulations are communicated to Exhibitor. This contract (including the Exhibitor Service Manual and any additional rules or regulations adopted by PGM) states the entire agreement of the parties with respect to the subject matter hereof.

23. GOVERNING LAW: This contract is governed by the laws of the State of New York as applied to contracts entered into and entirely performed within that State by residents of that State. Exhibitor herby submits to the exclusive jurisdiction of the courts located in the Southern District of the State of New York, which shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in New York, New York.

24. OUTSIDE EXHIBITS/HOSPITALITY SUITES: Exhibitor is prohibited, without express advance written approval from PGM, from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as conducting unauthorized facility tours. Exhibitor shall not operate hospitality suites during hours in which the Event is open or when any Organizer-sponsored activities are being held. Exhibitor is prohibited from hosting hospitality functions during official Event hours. All requests for a hospitality suite or public function space must be made through PGM. If Exhibitor cancels or fails to occupy the exhibit space during official Event hours, PGM reserves the right to notify the applicable venue to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name. Exhibitor shall remain liable for the payments made to the hotel or applicable venue.

25. CONTRACTOR SERVICES: PGM has contracted, on an exclusive basis, official contractors to provide certain services for the Event. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by exhibitor-appointed contractors (EAC) within certain guidelines. A complete listing of exclusive services and EAC guidelines will be provided in the Exhibitor Service Manual.

26. CHARACTER OF DISPLAYS; USE OF AISLES AND COMMON AREAS: Distribution of samples, printed matter of any kind and any promotional material is restricted to the exhibit booth. Exhibitor shall only exhibit products that it manufactures, represents or legally distributes. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of PGM and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of PGM. Uniformed attendants, models and other employees of Exhibitor must remain within its booth. Any and all advertising distribution must be made from Exhibitor's booth space. Balloons and stickers are prohibited in the exhibit area. Handouts with gummed backing that adhere or cause adhesion are considered stickers. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space are prohibited.

27. SOUND DEVICES: The use of devices for mechanical reproduction of sound or music may be permitted, but must be controlled. Sound of any kind must not be projected outside of the exhibit booth. Exhibitor is specifically prohibited from employing any carnival-type attraction, animal or human, or from operating noise-creating devices such as bells, horns or megaphones.

28. FIRE AND SAFETY LAWS AND RULES: Federal, state and city laws must be strictly observed. A listing of material fire and safety regulations will be found in the Exhibitor Service Manual. All materials used for display of any kind must be flame proofed. This includes all materials used in specially constructed exhibits such as fabric or other materials. The use of crepe paper and any decorative paper of any type are prohibited and will not be permitted. Your display must meet all the required fire regulations. Displays that do not pass inspection will be ordered closed until such fire hazards are corrected against further danger of fire. All booth equipment (i.e., tables, chairs, displays, etc.) must not protrude into aisles under any circumstance. This is a strict order of the fire marshal. Exhibitor may be closed down for infringing this rule.

29. SUB-LETTING: No sub-letting or sharing of exhibit space will be permitted.

30. FREIGHT SHIPMENT: Separate information will be mailed to Exhibitor regarding freight shipments to and from the Event Facility. Exhibitor should use the shipping labels provided by PGM for the Event to ensure proper shipment and identification. Shipments made in advance to the authorized Event contractor, as per instructions, will be delivered to your booth. At close of Event, if Exhibitor desires to arrange shipment of its exhibit materials by its own carrier, it should call for pick-up and inform Event's authorized contractor of its arrangements. EXHIBITOR MUST WAIT IN PERSON FOR SUCH PICK-UP. If Exhibitor does not remain in booth/exhibit area for the pick-up or if the pickup does not occur within reasonable time, the authorized contractor may take the shipment the contractor's warehouse at Exhibitor's own risk and expense. Exhibit merchandise and/or samples will not be permitted to be taken out of the exhibition area during the Event.

31. SOLICITATIONS: The following sales are strictly prohibited during the Event: Any retail sales including, but not limited to, any retail sale in violation of the retail sales tax regulations where the Event is being held. Any sale where display merchandise changes hands during the Event. Any direct sale from Exhibitor to consumer. The Event is strictly TO THE TRADE ONLY.

32. NO SHOW POLICY: If Exhibitor, through circumstances beyond control, is delayed in arrival or set-up, Exhibitor must notify the Event Director at the Event Facility. Non-notification will result in resale of space, and no refunds will be made.

33. RIGHTS OF OFFSET; Enforcement: PGM reserves the right, in its sole discretion, to apply any or all payments made for the Event to any or all outstanding Organizer. This applies to ad insertions, sponsorships, booth space, or any other product or services offered by Organizer.

34. ENTIRE AGREEMENT: This contract (including the Exhibitor Service Guide and any additional rules or regulations adopted by PGM from timeto- time) represents the entire agreement between PGM and Exhibitor relating to the Event and supersedes any prior written or oral understandings, agreements or representations by or between PGM and Exhibitor relating to the Event.